



# Oregon

John A. Kitzhaber, M.D., Governor

Department of Transportation

Transportation Building

355 Capitol St. NE

Salem, Oregon 97301

FILE CODE: AGR

December 31, 2001

City of Elgin  
Attention: Joe Garlitz, City Recorder  
PO Box 128  
Elgin, OR 97827

Enclosed for your records is a fully executed copy of Special City Allotment Agreement number 20255. This agreement covers the Baltimore Street Improvement Project.

We have retained a fully executed copy of this agreement for the Department of Transportation's files.

Rob Heyman, Agreement Specialist  
Construction Contracts Unit  
Roadway Engineering Section

Enclosure

RH:skk



November 20, 2001

Misc. Contracts and Agreement  
No. 20,255

## **2002 SPECIAL CITY ALLOTMENT AGREEMENT**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and the CITY OF ELGIN, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City".

### **WITNESSETH**

#### **RECITALS**

1. By the authority granted in ORS 366.800 and 366.805, there has been withdrawn from State Highway Funds appropriated for allocation to cities of the State of Oregon the sum of \$500,000 and an additional \$500,000 available to the Department of Transportation from the State Highway Fund. These sums have been set up in a separate account to be administered by the Department of Transportation. The \$1,000,000 shall be allotted each year by the Transportation Commission for use upon city streets that are not a part of the state highway system, that are within cities with populations of 5,000 or fewer persons, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No one project can receive more than \$25,000.

NOW THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

#### **TERMS OF AGREEMENT**

1. By the authority granted in ORS 366.805(2), City has requested moneys from this account for the improvement of Baltimore Street from 3<sup>rd</sup> Avenue to 10<sup>th</sup> Avenue, hereinafter referred to as "project". Said project improvements shall consist of paving the street. The total estimated cost of this project is \$45,000.

Attached hereto, marked "Exhibit A" and by this reference made a part hereof, is a sketch map showing the location and approximate limits of the project.

SCA Agreement No. 20,255

City of Elgin

2. State has considered City's request for the project and has determined that this project is eligible for funding under the Special City Allotment Program.
3. The parties hereto mutually agree and understand that the cost of said project shall be paid for by Special City Allotment funds and by City as follows: Special City Allotment funds will pay for eligible project costs up to an amount not to exceed \$25,000, and City shall pay any costs in excess of \$25,000. State shall issue payments after January 1, 2002.
4. Documented cost of preliminary engineering and construction engineering services performed by the City or the City's consultant are eligible project costs.
5. This agreement shall become effective upon execution of this agreement by all parties and shall terminate two (2) calendar years from the date State executes this agreement, unless an amendment is executed extending said termination date.

#### **STATE OBLIGATIONS**

1. State shall administer the funds in the Special City Allotment Account in the following manner:
  - A. After January 1, 2002 State shall, upon execution of this agreement, and concurrence on the plans and specifications, advance City one-half (50%) of the estimated cost of the project, not to exceed \$12,500.
  - B. State shall, upon satisfactory final inspection by State and certification of acceptance of work by the City, accompanied by documentation of all project costs, make final payment to City. Total payments to City, including advance payment, shall not exceed a total of \$25,000.

#### **CITY OBLIGATIONS**

1. City shall provide all right-of-way at its sole expense. The acquisition of real property must comply with current Oregon law, including, but not limited to ORS 281.045 through ORS 281.105.

2. City shall relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes and all other facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the project.
3. City shall prepare, or cause to be prepared, the plans and specifications for said project and advertise the project, contract the work, do the construction engineering, and make the necessary contract payments, unless otherwise agreed upon.
4. City shall submit a set of the plans and specifications to State for review and concurrence, prior to advertising the project for bids.
5. City shall, during the course of the work, accumulate and retain documentation for all project costs.
6. Upon completion of the project, City shall certify to State that the project is complete and in substantial conformance with the plans and controlling specifications. City shall submit a billing for the remaining cost of the project which, when added to the amount previously advanced by State, shall not exceed the actual total cost of the project or \$25,000, whichever is the lesser.
7. Upon completion of the project, City shall provide maintenance at its sole expense.
8. City understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of ten (10) years following the approval for such funds.
9. City understands that if the Project is canceled by City, or not completed within the time requirements or in accordance with the terms of this agreement, after City has received the advance of one-half (50%) of the estimated cost of the Project or \$12,500, whichever is less, City shall immediately repay to State the full amount of the advance.

10. City, its consultants or subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126, City shall ensure that each of its contractors complies with these requirements.
11. City agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. City acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
13. City shall adopt an ordinance or resolution authorizing the Mayor and City Recorder to enter into this agreement.

## **GENERAL PROVISIONS**

1. This agreement may be terminated by mutual written consent of both parties.

State may terminate this agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following conditions:

- A. If City fails to provide services called for by this agreement within the time specified herein or any extension thereof.

- B. If City fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
- C. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
- D. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

- 2. City maintenance responsibilities in City Obligation No. 7 shall survive termination of this agreement if project is completed and accepted.
- 3. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this agreement shall not constitute a waiver by State of that or any other provision.

SCA Agreement No. 20,255  
City of Elgin

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The 2002 funding for the Special City Allotment Program was approved by the Transportation Commission on October 13, 1999, as a part of the 2000-2003 Statewide Transportation Improvement Program (Key No. 11400).

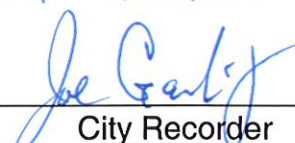
The project was approved on October 9, 2001 by the Financial Services Branch Manager.

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2 in which the Director grants authority to the Region Manager to approve and execute agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

CITY OF ELGIN, by and  
through its Elected Officials

By   
Mayor

Date 12.11.2001

By   
City Recorder

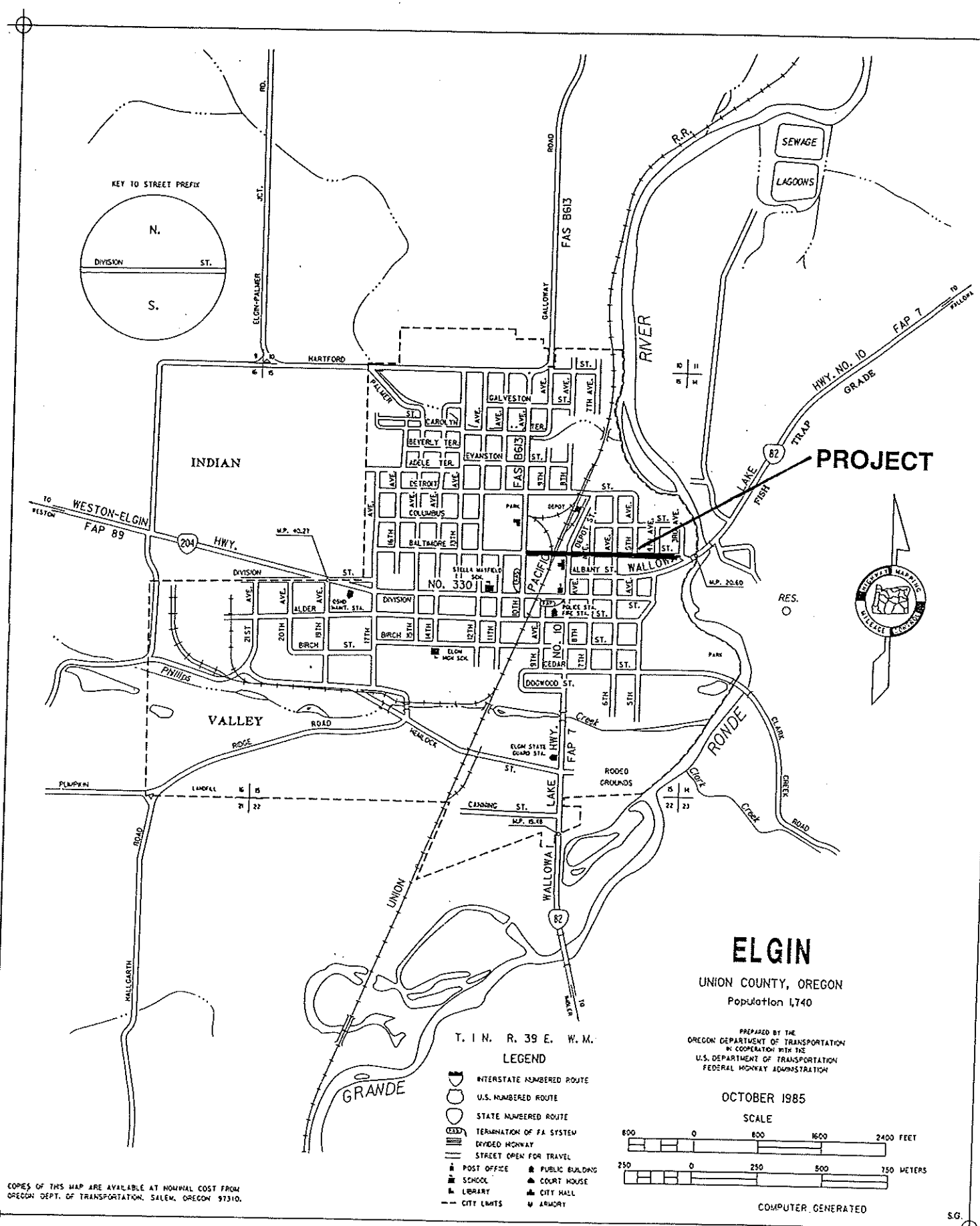
Date 12-11-2001

STATE OF OREGON, by and through  
its Department of Transportation

By   
Region Manager

Date 12/18/01

ELGIN SCA2002.DOC  
F:/5802Shar/Agremnts/Union



# EXHIBIT A